

21.09.2013
IN THE SUPREME COURT OF INDIA

(CIVIL ORIGINAL JURISDICTION)

I.A. NO. OF 2013

IN

WRIT PETITION (C) No.833 OF 2013

IN THE MATTER OF:

Aruna Roy & Anr.

... Petitioners

VERSUS

Union of India & Ors.

... Respondents

AND IN THE MATTER OF:

Mathew Thomas

...Applicant

WITH

[I.A. NO. OF 2013]
APPLICATION FOR IMPEADMENT

PAPER: BOOK

[FOR INDEX KINDLY: SEE INSIDE]

ADVOCATE FOR APPLICANT: MS AISHWARYA BHATI

[illegible]

INDEX

<u>S.NO.</u>	<u>PARTICULARS</u>	<u>PAGES</u>
1)	Application for Impleadment with Affidavit	1-40
2)	<u>ANNEXURE A-1:</u> True typed copy of the Prosecution Document No.4:04-cv-00985-WRW dated 04.12.2007 in one of the many cases against the company downloaded from the US Justice Department's website	41-82
3)	<u>ANNEXURE A-2:</u> True copy of photographs taken of one enrolment center from a Post Office in Bangalore, which shows UID Applications and Computers used by the center lying unattended	83-85
4)	<u>ANNEXURE A-3:</u> True typed copy of the FIR No.01/2011 dated 05.01.2011 registered at Narasimaharaja Police Station, Mysore, Karnataka	86-89
5)	<u>ANNEXURE A-4:</u> True typed copy of the RTI Reply No. CFS/AMC/RTI/50/2011-2012 dated 22 nd Jan 2013 issued by the Department of Food, Civil Supplies and Consumer Affairs of the Government of Karnataka at Bangalore	90-96
6)	<u>ANNEXURE A-5:</u> True typed copy of the UIDAI Reply No.F.12013/13/2011/RTI-UIDAI dated 21 st July 2011 issued by the UIDAI Office of the Planning Commission at New Delhi, State Delhi	97-100

IN THE SUPREME COURT OF INDIA
(CIVIL ORIGINAL JURISDICTION)

I.A. NO. OF 2013

IN

WRIT PETITION (C) No.833 OF 2013

IN THE MATTER OF:

Aruna Roy & Anr.

... Petitioners

VERSUS

Union of India & Ors.

... Respondents

AND IN THE MATTER OF:

Mathew Thomas
S/o late Mr. T P John,
Aged about 75 years,
R/o. No. 18 A, Adarsh Vista,
Basavanagar, Bangalore 560037
Karnataka.

...Applicant

APPLICATION FOR IMPLEADMENT UNDER ORDER 1
RULE 10 OF THE CODE OF CIVIL PROCEDURE, 1908
READ WITH ORDER XLVII OF SUPREME COURT
RULES 1966

TO

THE HON'BLE CHIEF JUSTICE OF INDIA
AND HIS COMPANION JUSTICES OF THE
HON'BLE SUPREME COURT OF INDIA

THE HUMBLE APPLICATION OF
THE APPLICANT ABOVE NAMED:

MOST RESPECTFULLY SHOWETH:

- 1) This Application for impleadment as Petitioner is being filed by the above named Applicant in the aforesaid Writ Petition (Civil) No.833 of 2013 - Aruna Roy & Anr. Vs. Union of India²⁰¹³, seeking

mandamus from this Hon'ble Court, restraining the Union of India, Planning Commission and the Unique Identification Authority of India (UIDAI) from issuing UID numbers (Which has been given the brand name, "Aadhaar" and also erroneously, called - Aadhaar "Cards" by way of executive order dated 28 Jan 2009.

- 2) The facts stated in the aforementioned Writ Petition may be treated as part and parcel of the present application as the same are not being repeated herein for the sake of brevity.
- 3) It is respectfully submitted that the Applicant herein is a Retired Army officer and Defence Missile Scientist, a social activist and professor in management.
- 4) It is respectfully submitted that this Hon'ble Court, in its order dated 23 Sep 2013 was pleased to direct that "In the meanwhile, no person should suffer for not getting Aadhaar Card in spite of the fact that some authority had issued a circular making it mandatory and when any person applies voluntarily, it may be checked whether that person is entitled for it under law and it should be given to any illegal immigrant."

- 5) It is respectfully submitted that two other Applicants, the Ministry of Petroleum and Natural Gas, through its secretary and an Under Secretary in the same ministry, have sought permission of this Hon'ble Court to intervene in the case and in their application have attempted to extol the virtues of the UID scheme, particularly relating to the DBT (cash transfer of LPG subsidies to bank accounts of purchasers of LPG cylinders by linking the bank accounts to UID / Aadhaar numbers).
- 6) It is respectfully submitted that three other Applicants, namely, the public sector Oil Marketing Companies, Indian Oil Corporation Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited, have also intervened in the above Writ Petition on the side of the Respondents, claiming various benefits of the UID scheme in preventing, as they state, leakage of domestic LPG subsidies.
- 7) It is respectfully submitted that the Applicant herein was not party to the above proceedings and did not have an opportunity to submit before this Hon'ble Court relevant facts which would disprove

4

the points urged by the respondents and the above Applicants.

- 8) It is respectfully submitted that the Impleading Applicant, as stated above, is a retired Army officer who was also a Defence Missile Scientist heading the missiles manufacturing facilities of the Defence Research Laboratories at Hyderabad. He saw military action against terrorists in Nagaland in 1962 and against the Chinese aggressors the same year. He was in action against Pakistan in 1965. He led troops in aid to civil power during communal riots in 1969 in Baroda. He received the President's commendation for services to Defence Research. After premature, voluntary retirement in 1981, he served in the private sector and finally superannuated in 1996 as director of a petro-chemical company. During his work career, he has planned, designed, installed and managed software applications for solving highly complex scientific and management problems in areas such as photo-elastic and finite element stress analysis and production planning and control for manufacture of missiles for military and for manufacturing steel coils in the private sector. He is thus familiar with use of technology. He took premature voluntary

retirement from the Defence Services in 1981, upon temporary cancellation of the military missiles manufacturing program. Since retirement, he has been a social activist constructively engaged in attempts to improve governance. He is also currently a visiting professor of management in a Management School at Bangalore.

- 9) It is respectfully submitted that having risked his life in defending this, his country, the Impleading Applicant is deeply concerned with the actions of the respondents in this writ petition, which in his view are a real and present danger to the security of the Nation and to its people. Additionally, he submits that having been born in this country 75 years ago and having loyally served the nation, he is saddened by orders which, his elected representatives are issuing asking him to be tagged with a number in a database to prove his identity and / or citizenship at the fag, end of his life. He has addressed the Prime Minister and members of Parliament informing them of the dangers and drawbacks of the UID scheme, but has not received any remedy. He is thus, forced to appeal to this Hon'ble Court for relief and protection of his rights guaranteed under the Constitution. Further, he

6
most humbly submits that none of the uses the respondents claim are practical and the UID project, apart from being a danger to public safety and national security, is a colossal waste of public money, as would be seen from the following brief outline of his main submissions. The petitioner submits that instead of preventing leakage of subsidies, the UID scheme would only result in enriching private foreign and Indian companies, every time a transaction in a bank and in social welfare programs happens.

- 10) It is respectfully submitted that before making these submissions, the petitioner humbly submits to this Hon'ble Court that it is not merely the absence of statutory support that makes the UID scheme illegal, but the complete irresponsibility displayed by the respondents who are to husband national resources and protect the nation and its people. Thus, there is a complete breakdown of The Rule of Law, wherein the Respondents are using private companies to identify Indians and to store the personal data of the people of India for facilitating commercial exploitation of the data. UIDAI has publicly asked businesses and others to "Develop (business) Applications" using the data, while

7

pretending that the UID scheme is one which would help the poor access welfare benefits. Hence, the petitioner most respectfully prays that no law can legitimize the handing over or facilitating the access of personal data of the people of this country to foreign private or government entities and private Indian companies since, it would violate the fundamental rights of individuals and is beyond the power of the legislature. Hence, even if the respondents were to bring a law, after 4 years of the UID scheme's operations, to give legal backing to this nefarious scheme, this Hon'ble Court may be pleased to take into account the callous disregard the respondents have for rule of law, their reliance on dubious foreign and Indian private firms in entrusting them with data of the people of this country. The passing of a law now, cannot condone the functioning of the respondents for so long without any legal support. He most respectfully prays to this Hon'ble Court that it may be pleased to note that the illegal acts of the respondents cannot be legitimized retrospectively.

- 11) It is respectfully submitted that while humbly praying for setting aside the actions of the Respondents over the past 4 years as illegal, the

Petitioner submit that it is essential to order a Court-monitored investigation into the national security aspect and the role of foreign intelligence agencies, through the involvement of foreign MNCs who are managed by former officers of US intelligence agencies and who provide identical services to the intelligence and Defence Departments of USA and corruption indulged in by private firms who UIDAI, respondent herein, has empaneled and authorized to collect personal, biometric and demographic data of the people of this Nation through the UID project. It is further most humbly submitted that Court-monitoring of such an investigation is imperative since, the highest functionaries of government are involved in promoting the UID scheme and powerful private entities have a large commercial stakes in it. The petitioner further most humbly submits that this Hon'ble Court, if and when, strikes down the UID project, as illegal, also order the destruction of all the data collected thus far and stored in a database, which UIDAI claims to own, under independent supervision, as has been done by the United Kingdom, when they scrapped an identical scheme in 2009.

9

CAUSE OF ACTION: BRIEF OUTLINE SUBMISSIONS

- 12) The respondents have given contracts to foreign multinational companies (MNCs) without due diligence and thus compromised national and personal security of the people of this country. L 1 Identity Solutions, is one of these MNCs. This company has as its directors, former US FBI and CIA officers. It provides services to US intelligence agencies and countries like, Pakistan. The UIDAI in replies to RTI queries stated that he is not aware of the country of origin of this company and other MNCs who were also given contracts for the UID project. The contract calls for check of antecedents of the company and its officials. Evidently this has not been done by the respondents.
- 13) It is respectfully submitted that considering that the US whistle-blower, Snowden's revelations indicate that the US National Security Agency (NSA) has been snooping on our country, it is foolishness to give contracts to US companies with close association to US intelligence agencies.
- 14) It is respectfully submitted that another MNC, M/s Accenture, who is a contractor of the UIDAI, has been prosecuted in USA, under The Anti-kickbacks

10

Act, The Anti-false Claims Act and The Truth in Negotiations Act. True typed copy of the Prosecution Document No.4:04-cv-00985-WRW dated 04.12.2007 in one of the many cases against the company downloaded from the US Justice Department's website is annexed herewith and marked as ANNEXURE A-1 [Pages 41-82]. The Plaintiff in the case is the Government of the United States of America. It is respectfully submitted that the charges in the prosecution document are extremely serious and supported by voluminous evidence.

- 15) It is respectfully submitted that the UIDAI's method for collecting personal data is frivolous and irresponsible. Thus, he has employed, through a cavalier process of "empanelment", a large number of private firms, as "Enrolling Agencies" (EAs). From the original list of 209 such firms, about 56 have been removed for fraud and incompetence from the list of empaneled agencies. True copy of photographs taken of one enrolment center from a Post Office in Bangalore, which shows UID Applications and Computers used by the center lying unattended is annexed herewith and marked as ANNEXURE A-2 [Pages 83-85].

16) This is the extent of irresponsibility in the level of care exercised by these firms, agents of the UIDAI, in handling people's data. A number of FIRs have been filed against these firms, but the results of the police investigation are not available to public. True typed copy of the FIR No.01/2011 dated 05.01.2011 registered at Narasimaharaja Police Station, Mysore, Karnataka is annexed herewith and marked as ANNEXURE A-3 [Pages 86-89]. The FIR reveals that it was not UIDAI or his registrar who detected the fraud, but a sting operation by a TV channel. The FIR also says that there are many such instances of fraud. The TV sting operation was taken as a FIR by the police.

17) It has been reported that data of several lakhs of people have been "lost" in Delhi, Hyderabad and Mumbai. In reply to a RTI query, the UIDAI said that the data was not "lost", but could not be decrypted. People were simply asked to re-enroll. Either way, the UID scheme is seriously flawed.

18) It is respectfully submitted that there is no supervision of these enrolling agencies. There is no check on the scanners, computers and devices like, USB drives they use. It would be very simple for

12

anyone to steal data. In Bangalore, the EA had subcontracted enrollment work to a firm, which took money from other firms to further subcontract the enrollment work. The UIDAI's office was not aware of this until a disagreement between two sub-sub-contractors led to the unearthing of the crime, when a dissatisfied sub-sub-contractor complained to UIDAI local office about be charged more than others for obtaining the illegal contract work. The Enrolling Agency involved in this fraud has two of its "sister" concerns, apparently owned and managed by the same family from the same area in Delhi still operating as EAs of the UIDAI.

- 19) It is respectfully submitted that the usefulness the UIDAI's claims for the UID project is based on unproven and untested assumptions. The claims are merely meant to justify the project, whose real purpose is hidden from the people of the country. Thus, the UIDAI claims that the objective of the UID scheme is to provide identities to those who do not have identity. Strangely, the very application for UID asks applicants for any of 14 other existing proofs of identity like, PAN card, driving license, passports, ration cards etc. Initially, an "introducer"

system for those who do not have any of these identities, was available.

- 20) It is respectfully submitted that the flaws in such procedure soon became evident and today it only remains on paper. Statistics on number of enrollments through introducers as a proportion of total numbers enrolled would prove this.
- 21) It is respectfully submitted that so, the UIDAI is not providing identities, but taking people's identities and biometrics and then linking them to a random number and storing the information in a database. UID has been given a brand name, which is normally meant for commercial products and business enterprises to market and promote these. "Aadhaar", the brand name is therefore not an ID card, as some seem to think and some others like to pretend, but a number in a database. The significance of this is that the holder of the UID identity cannot prove his / her identity, but would have to be authenticated by the database administrator.
- 22) It is respectfully submitted that the authentication software and equipment are provided by the above mentioned MNC, though the software is licensed to

14

UIDAI. This means that the MNC has ultimate control over authentication of our people's identities. More importantly, every time an Indian's identity is to be authenticated a private firm, more often a foreign one, would earn money. This is an insult to this nation and a danger to its people.

- 23) It is respectfully submitted that next, the assumption that lack of UID is the reason for the poor not being able to access welfare services is not true. It is corruption and inefficiency that is at the root of the problem. For example, when queried on number of fake ration cards detected using UID, the Karnataka Government, in its RTI reply, said that several lakhs of "ineligible" ration cards were found WITHOUT USING UID / AADHAAR. True typed copy of the RTI Reply No. CFS/AMC/RTI/50/2011-2012 dated 22nd Jan 2013 issued by the Department of Food, Civil Supplies and Consumer Affairs of the Government of Karnataka at Bangalore is annexed herewith and marked as ANNEXURE A-4 [Pages 90-96].
- 24) To a question as to who issued the ration cards to ineligible the Government replied stating that the food inspectors did so. Clearly, it is not lack of

15

identity, but discretion vested in food inspectors to decide eligibility that is responsible for denying the poor of PDS welfare benefits.

- 25) It is respectfully submitted that Biometrics and identities do not decide eligibility or citizenship. Considering error rates, demographic and climate factors that make field biometric authentication near impossible, the UID scheme is an exercise in futility.
- 26) It is respectfully submitted that for every one of the applications, be it in PDS or LPG, the practical problems are impossible to surmount. Not only that, there are many simpler ways of preventing leakages of welfare funds. For example, in LPG, a simple check of consumption of LPG cylinders against consumer number will easily and immediately reveal misuse of domestic LPG for commercial applications. For PDS, to equip and maintain several lakhs of ration shops, spread across the country, with scanners, ensuring that connectivity is available in all these places, training ration shop personnel, maintaining the equipment and most importantly, preventing ration shop owners from defrauding illiterate people simply by pretending

16

that the authentication is not successful, would be a daunting task. The successful model adopted by the Chhattisgarh government for PDS does not use UID.

DECEIT IN THE UID SCHEME

27) The deceit is in saying that the UID scheme is voluntary and in the same breath saying that service providers may ask for it and then passing orders making UID compulsory for various routine government like registering marriages. Here is one arm of government calling UID voluntary and simultaneously announcing that other arms of government could make it compulsory and other government departments doing so. The next element of deception the respondents played on the people is pretending that the scheme is meant to enable the poor to access welfare services and simultaneously coming up with plans to enroll others, carrying out massive advertisements campaigns, coercing people through rules and orders suggesting denial of services. This gets so ridiculous, that the Delhi Government has even made UID mandatory for registering marriages. The next element in the UID charade is in the use of certain phraseology to give the brand name mystic and magical powers. Thus,

17

the use of the phrase, "Aadhaar enabled," bank accounts is intended to couch the UID scheme with an aura of hidden power. It is just as easy to transfer subsidies to bank accounts of LPG consumers by linking the accounts to consumer numbers, as it would be to do so with UID numbers.

UIDAI, Respondent hides facts about his foreign contractors jeopardizing national security

- 28) The UIDAI has been deliberately hiding information about his foreign MNC contractors. Thus, to one RTI query, on the foreign contractors, the UIDAI replied stating. "There is no way of verifying the country of origin of the companies". True typed copy of the UIDAI Reply No.F.12013/13/2011/RTI-UIDAI dated 21st July 2011 issued by the UIDAI Office of the Planning Commission at New Delhi, Delhi is annexed herewith and marked as ANNEXURE A-5 [Pages 97-100].
- 29) This is a lie. The very first page of the contract discloses the country of origin of the contractor. Due diligence demands that an entity representing the Government entering into contracts verify the antecedents of the contractors. It is inconceivable that the UIDAI has not taken this basic step before

entering into contracts. Why then has he made the above false statement? Evidently, the UIDAI aimed at hiding the name of the contractor to avoid public scrutiny of the firm's close links to US intelligence agencies.

- 30) The Impleading Applicant has done extensive study of the issues concerning the UID scheme, for which the respondents have given the brand name, "Aadhaar", as if it were a commercial product put up for sale. He filed several RTI applications seeking information from the respondents and various departments of the Government. Replies to these applications were delayed, ducked and denied in most cases. One such instance is when he sought from the UIDAI, copies of the contracts entered into with two foreign companies (MNCs). The UIDAI refused to provide the information citing confidentiality under Sec 8.1 (d) of the RTI Act. The Appellate Authority too repeated verbatim the PIO's reasons to deny information.
- 31) The Chairperson of UIDAI received an award for promoting biometrics at an international workshop held in Milan, Italy in 2010. M/s L 1 Identity Solutions, the contractor of the UIDAI, was one of

the sponsors of the workshop. It is hence, impossible that he did not know the foreign companies who were his contractors.

- 32) Finally, the CIC ordered the UIDAI to provide the information and the order was obeyed.
- 33) The contract reveals the extent to which these foreign contractors have access to demographic and personal data of the people of this country. Under US law, the National Security Act, these companies are to disclose information if asked by the US Government to do so. The US Government has sought such data from companies like, Microsoft, (which is also a contractor of the UIDAI) Google, Face Book etc. The confidentiality clauses in the contracts with these foreign companies is therefore worthless. It is respectfully submitted that these contracts with clauses, which are not enforceable, and entered into, knowing it to be so, is a fraud on the Nation, and hence, illegal.
- 34) The contracts are liable to be struck down, as illegal. While so, the safety of people's data with these entities is to be protected. Hence, the petitioner humbly submits that this Hon'ble Court may be pleased to order that all data collected thus

far be destroyed under court-appointed supervisors including data in, the software and equipment of the MNC contractors and EAs. The petitioner humbly submits that the loss caused to the nation due to these illegal contracts is also liable to be recovered from all those responsible for it. It is pertinent to mention here that the UK Government spent £ 1.25 million to destroy the data pertaining to just 15,000 people whose data was collected when the UK National ID Card Act was scrapped by the present government there.

35) The cost of destroying data of hundreds of millions of people would be incalculable. Hence, the petitioner most respectfully submits that the UID scheme should be immediately suspended until all the above allegations are thoroughly investigated and in the meanwhile, the equipment and data centers sealed to prevent theft of the data or its transmission to others by those who now have custody of the same.

36) The petitioner most respectfully pleads with this Hon'ble Court to order an immediate stay of UID enrolment, securing the collected data and equipment used for the purpose and also order a

court-supervised investigation into the circumstances under which, contracts were issued to foreign companies on so sensitive a matter as the entire demographic data of all people.

Foreign company under prosecution on serious corruption charges, given UID contract

37) The UIDAI appointed M/s Accenture, a US company, as his contractor in 2010. The US Government prosecuted this company in 2007 for offences under the US Anti Kickbacks Act, The Anti-False Claims Act and The Truth in Negotiations Act. Offences under these Acts would be criminal offences under the Indian Penal Code. It is understood that the Company paid several millions of dollars in huge penalties for defaults under all three Acts and huge refunds upon cancellation of contracts with public utilities. True copy of one of the prosecution documents downloaded from the US Justice Department website in a case is annexed herewith, as Annexure A-1, as mentioned above. The Plaintiff is the Government of the United States of America. The charges are extremely serious and is supported by voluminous documents, as proof.

- 38) It is inconceivable that such a company, which was being prosecuted by the government where the company has its main operations, would be given a contract of the Indian Government. The only charitable explanation is that the UIDAI failed to carry out any background check of the antecedents of the company before awarding the contract. If he knew the antecedents of the company, then his action would have criminal overtones.
- 39) The UIDAI being from the IT industry segment would certainly be aware that the firm is based in USA. Information available from the Internet about the company is revealing. It was formed by erstwhile partners of another US firm 'Anderson Consulting', a subsidiary / partners of 'Arthur Anderson', who were auditors of 'Enron'. The partnership/ subsidiary was wound up in the wake of the collapse of its client under one of the worst scandals in US corporate history. 'Anderson Consulting' metamorphosed into Accenture LLP and was registered in Bermuda, a tax haven. When US laws debarred firms registered in tax havens from government contracts, the firm re-registered in Ireland.

- 40) The least that can be said is that the credentials of the company leave much to be desired for appointment as a contractor of the Indian Government. The greater danger is that this company is a major contractor to the US Government and its Defence Department. Even worse, for UIDAI to claim that they do not know whether its contractors are of foreign origin, to deny copies of contracts under RTI shows a willful attempt to keep these contracts under wraps away from public scrutiny.

CORRUPTION AND FRAUD BY ENROLLING AGENCIES

- 41) As mentioned herein above, the appointment and functioning of EAs is riddled with corruption and / or gross negligence. Thus 209 firms, most of them with little or no experience in the field were empaneled as Enrolling Agencies (EAs). UIDAI appointed 'Registrars' for appointing and collecting UID data. The registrars were mostly government entities, like State Governments, Banks, Insurance Companies and so on. This is a ploy to make believe that the data is being collected through government entities. The EAs were to adhere to a procedure laid down by UIDAI. The registrars were to appoint EAs from among those empaneled by UIDAI and to

24

ensure that they work according to the procedures. Thus, UIDAI abdicated responsibility for any wrong doing in the enrollment process. One of the firms, which was empanelled goes by the name of M/s. COMAT Technologies. The Government of Karnataka had issued a contract to this company in 2006 for setting up a computerized biometric-linked database of ration card holders. The Government paid the company over ₹ 54 Crores. The company defaulted on the contract. It did not hand over either the data or the database to the Karnataka Government. The CAG audit report No. 2 for the year ended 31 March 2011 has pointed this out in great detail. Yet, the company was empanelled as an EA of UIDAI in 2010, the very year in which the default took place. The information has been disclosed to the petitioner in a RTI reply of the CAG.

- 42) The petitioner along with another had filed a civil suit in the Court of the XVI Additional City Civil and Sessions Judge at Bangalore against UIDAI and the Planning Commission to declare the UID scheme as illegal. The suit was filed under Section 26 read with Order VII Rule 1 of the Code of Civil Procedure. The Learned Judge dismissed the suit under Order VII Rule 11, in a judgment that ignored the

pronouncements of the Hon'ble Supreme Court of India, as well as several High Courts regarding the application of Order VII Rule 11. The plaintiffs had submitted a number of documents in proof of their allegations. The Plaintiffs filed the civil suit with full faith in the judicial system and since they believed that only a trial in a court of law or an investigation by an appropriate agency would bring out the full facts of the UID scheme.

- 43) The Defendants in the case were the Planning Commission and UIDAI. They did not specifically deny any of the allegations, of the plaintiffs. The Learned Judge however, relied on oral statements of the defendants and hearsay information and without any reference to the specific allegations in the plaint, declared the suit as not maintainable and as being without cause of action. The petitioner and his co-petitioner have filed a Regular First Appeal in the High Court of Judicature of Karnataka. The appeal has been admitted and notices issued to the defendants / respondents. The appeal is only for the purpose of quashing the order of the lower court as a misapplication of Order VII Rule 11 and sending the suit back to the lower court.

Oil Marketing Companies (OMCs) and Direct Benefit

Transfer (DBT)

- 44) The petitioner humbly submits that it is worth examining the claims of OMCs, which sought to justify the use of UID / Aadhaar for linking and transferring the subsidy for domestic LPG cylinders to bank accounts of consumers. Firstly, the petitioner repeatedly queried the OMCs, and various ministries, including the Ministry of Petroleum and Natural Gas (MOPNG) whether any of them had conducted any investigation on how domestic LPG cylinders are misused for commercial applications and on the advantages on linking UID / Aadhaar numbers to consumers' bank accounts to transfer the subsidies to consumers. The RTI applications were passed around from one official to another with none giving information on such investigations.
- 45) Evidently, there has been no investigation on the misuse of domestic LPG cylinders for commercial purposes. While so, without any rhyme or reason, the respondents asked the OMCs to carry out "Proof of concept studies" (POC Studies) to see how the subsidies could be transferred to consumers' bank accounts. POC Studies are to be done before

deciding to go ahead for a project not after the decision. The Respondents have put the cart before the horse in POC Studies on DBT. Also the POC Studies of UIDAI are for testing whether cash transfers could be done with UID numbers. Cash transfers could be done using any number linked to a database and bank accounts. Consumer numbers could just as easily be used for cash transfers. In RTI replies, OMCs have said that the concept studies are incomplete and hence, the information cannot be provided. The petitioner submits that the subsidy is not siphoned off in cash.

- 46) The only way in which, a non-entitled consumer (commercial establishment, like hotel or user, like Auto rickshaw owner) could take the subsidy is by misusing a domestic LPG cylinder for such commercial purposes. UID cannot prevent a consumer from misusing the LPG cylinder for a commercial purpose, after receiving the subsidy in the bank. Hence, transferring subsidies to bank accounts is pointless. Since, the cylinders are delivered at the homes of consumers, unless the OMC's employees are party to the misuse of LPG cylinders, they cannot be misused.

- 47) If there were more than one LPG connection in a home, that is, if there were two or more connections in the same residence, it would be equally easy for OMCs to detect the multiple connections from the addresses, especially when the cylinders are home-delivered. Sometimes, there could two or more kitchens in a home, in a joint family set up for instance. Secondly, OMCs could very easily find out about the misuse of LPG cylinders for commercial purposes, simply by checking the consumption of cylinders against consumer numbers. If the cylinders were used for commercial purposes, the consumption would be much higher than if used for domestic purposes.
- 48) If the "under recoveries" mentioned in the affidavit of the OMCs were true, then they should be able to state the reasons why they did not investigate the loss all these years. Then again, they should have determined that fake IDs or addresses or multiple connections, used for commercial purposes are the reasons for the so-called "under recoveries". The petitioner submits, that the only reason for the application of the OMCs on the side of the Respondents is to somehow or other justify the use of UID / Aadhaar for transferring the subsidy into

bank accounts. In fact, the UID / Aadhaar number is not at all required to transfer subsidies to bank accounts.

- 49) The consumer number and the proof of purchase would be sufficient to do so. The OMCs should be able to state the advantage of the UID / Aadhaar number over the consumer number for transferring subsidies. If the justification for use of UID / Aadhaar numbers is that it uniquely identifies the consumer, the question arises, were the OMCs not aware as to who their customers were all these years. The OMCs have quoted the "Expert group" and the task force report.
- 50) The Chairperson of UIDAI headed the task force. This is hence, a biased report. The report and statements to the media suggested that all family members of consumers should be fingerprinted and their UID / Aadhaar numbers linked to their biometrics stored in the database, so that when the LPG cylinder is delivered at the consumers' residence, if the person in whose name the connection is given were not available, the database could be queried using the UID / Aadhaar numbers of the family member receiving the cylinder. What

30

was left unsaid is how the situation would be handled if the cylinders were to be received by one of the consumers' servants.

- 51) This shows the ridiculous extent to which, the Respondents go to justify the use of the UID / Aadhaar numbers. In fact, the same task force found it difficult to justify the application of UID / Aadhaar numbers for fertilizer subsidies, since there are farmers, wholesalers and retailers involved in the chain of supply of subsidized fertilizers.

The mistaken belief in utility of UID to combat illegal immigration and terrorism

- 52) Even though the respondents have never mentioned the use of UID / Aadhaar for anti-terrorism purposes or preventing illegal immigration, the idea seems to be to use it for these. Many people, especially in governments, including the respondents, egged on by (biometric technology) business lobbies, hold the wholly erroneous opinion that a database, such as UID, or a national ID card would help governments combat terrorism and prevent illegal immigration. There is no evidence to support this view. On the contrary, most nations,

which have tried the method have given up. The UK is a typical example of such a country.

- 53) In 2005, the Blair government passed the National ID Card Act. The Act called for setting up a database of all UK citizens with biometrics and personal information. It was also thought that the database would help improve the efficiency of the UK's National Health Scheme (NHS). A London School of Economics study showed that neither objectives would be achieved. The study suggested that the best way to counter illegal immigration was better border policing. The study also said that the cost of the project would be about £ 19.20 billion.
- 54) The National ID Card Act was a major election issue in the elections of 2009, with opposition Conservative and Liberal parties stoutly against it. The opposition won and the first action of the new government of Cameron was to scrap the Act and destroy data of 15,000 people whose data had been collected by then. The words of Theresa May, the UK Home Secretary, in her speech in Parliament, while moving the resolution to scrap the Act, are relevant to this petition. She said, "[It] (The National ID Card Act) represents the worst of government. It is an

assault on personal liberties. It is intrusive bullying. We propose to do government business as servants of the people, not their masters." Intrusive bullying is what happens when state actors are empowered with means to question and detain people in a database controlled state. This is what the UID database would achieve, and that perhaps is its objective. Just as in the UK, the Bush government in USA, also in 2005, passed the Real ID Act, to incorporate biometrics into driving licenses. This too has floundered due to public opposition and other difficulties. Australia tried a National ID Card for 20 years or so, and have now given it up. The idea of a National ID Card in India originated in the aftermath of the Kargil War.

- 55) A committee, called the "Subramanyam Committee", that was set up to go into the intelligence failure to detect the massive Pakistani military crossing of the LOC, opined that cross-border terrorism could possibly be tackled through a National ID Card. Appreciating the difficulties of such a humongous exercise the Committee cautioned that the ID Card should be tried in a few border districts and if successful, it could be extended to other parts of the country. The trial seems to have met with indifferent

results. It was then that the NDA Government amended The Citizenship Act, 1955 to set up the National Population Register (NPR).

- 56) There is no provision for capturing biometrics in The Citizenship Act. NPR does not also do so. It is incredible that two databases, one of citizens, (NPR) without biometrics, and the other of residents, (UID) with biometrics, are proposed to be merged, with each having enrolled half the population.
- 57) The petitioner humbly craves the indulgence of this Hon'ble Court to draw its attention to a quotation from the book, "Imagining India" whose author is none other the chairperson of UIDAI, respondent herein. On page 50 of the book, he says, "In terms of implementing policies that are good for you, whether you like it or not, autocratic regimes are far better than democracies." The mindset that initiates, promotes and pushes vigorously for schemes, like UID, is evident the statement. The quotation has not been taken out of context. It was made with reference to a comparison between India and China in effectiveness in population control.

GROUND

The petitioner most humbly urges the following grounds for his petition to this Hon'ble Court.

- A. It is respectfully submitted that The UID scheme is a real and present danger to national security and the people of this country.
- B. It is respectfully submitted that there are MNCs working for foreign intelligence agencies involved in the UID scheme with access to data of people of this country.
- C. It is respectfully submitted that Companies, which were being prosecuted / investigated for fraud have been appointed as contractors and EAs.
- D. It is respectfully submitted, that already data of several lakhs of people has been "lost" and they have been asked to re-enroll. UIDAI claims that the data were not lost, but only could not be decrypted.
- E. It is respectfully submitted that the justification for use of UID / Aadhaar numbers for LPG consumers is a poor attempt to find use for the scheme and mislead this Hon'ble Court into believing that through DBT siphoning off of LPG subsidies could be prevented.

- F. It is respectfully submitted that the UID - DBT scheme cannot prevent a domestic LPG cylinder from being used for commercial purposes after receipt of LPG subsidies in bank accounts of consumers. The UID - DBT scheme would also not prevent the generation of fake purchase invoices of LPG cylinders merely to avail the subsidy.
- G. It is respectfully submitted that it is the misuse of the LPG cylinder for commercial purposes that is important and not the manner in which, the subsidy is given, either in the subsidized price at the time of delivery or through transfer to the bank.
- H. It is respectfully submitted that no law could legalize the wholesale handing over of people's data to private entities for commercial or intelligence purposes.
- I. It is respectfully submitted that there is no way in which, the NPR and UID databases could be merged, since the former is of citizens and the latter is of residents. To merge the data in the two databases, the citizens in the UID database would have to be separated from the residents.

- J. It is respectfully submitted that National ID Cards are useless either for combating terrorism or preventing illegal immigration and it has been found so in the experience of developed countries, like USA, the UK and Australia.
- K. It is respectfully submitted that on the other hand the scope for public authorities to bully and harass people with such a card or database is immense.
- L. It is respectfully submitted that Fingerprints could be easily faked. Databases could be, and are often, hacked.
- M. It is respectfully submitted that databases degrade over time, are corrupted due either inadvertent or wilful entry of wrong or false data.
- N. It is respectfully submitted that in most cases databases are believed more than real facts and this leads to a situation wherein, people are not what they are in reality, but they are what the database says they are. Database control over the people by the State is hence anathema in democracies and against fundamental human and Constitutional rights.

- O. It is respectfully submitted that the UID project is ill-conceived and directionless, in the words of the Parliament Standing Committee, which examined it in detail.
- P. It is respectfully submitted that the cost of the scheme is colossal, a complete waste of public money. The Rule of Law requires responsible governments to husband national resources carefully and not fritter them away through untested, fanciful ideas based on whims of a few.
- Q. It is submitted that the applicant is similarly placed as the Petitioner before this Hon'ble Court and is seriously interested and affected by the issues for consideration in the Writ Petition.
- R. It is respectfully submitted that the applicant also sincerely believes that he can effectively assist this Hon'ble Court in the determination of issues of grave public importance and national security being considered by this Hon'ble Court in the writ petition. The Applicant also solemnly affirms that he has no vested interest in the matter.
- S. In this view, the present application for Impleadment as Petitioner in Writ Petition (Civil)

38

No.833 of 2013 - Aruna Roy & Anr. Vs. Union of India is being preferred by the applicant.

PRAYER

It is, therefore, humbly prayed that this Hon'ble Court may graciously be pleased to:

- i) Allow this application and permit the Applicant to implead as Petitioner in the aforesaid matter Writ Petition (Civil) No.833 of 2013 - Aruna Roy & Anr. Vs. Union of India ^{for} in the interest of justice; and/or
- ii) Pass such further or other order or orders, as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS Applicant, AS IN DUTY BOUND, SHALL EVER PRAY.

DRAWN & FILED BY:

DRAWN ON: 17.10.2013
FILED ON: 18.10.2013

[MS AISHWARYA BHATI]
ADVOCATE FOR THE APPLICANT

IN THE SUPREME COURT OF INDIA
(CIVIL ORIGINAL JURISDICTION)

I.A. NO.

OF 2013

IN

WRIT PETITION (C) No.833 OF 2013

IN THE MATTER OF:

Aruna Roy & Anr.

... Petitioners

VERSUS

Union of India & Ors.

... Respondents

AND IN THE MATTER OF:

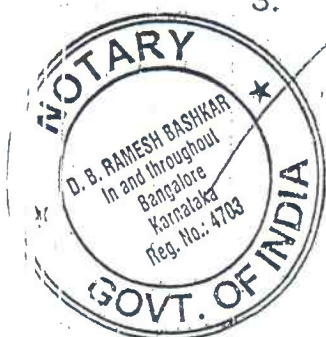
Mathew Thomas

...Applicant

AFFIDAVIT

I, Mathew Thomas, S/o late Mr. T P John, Aged about 75 years, R/o. No. 18-A, Adarsh Vista, Basavanagar, Bangalore-560037, do hereby take oath and state as under:

1. That I am the Applicant in the above mentioned matter, as such I am well acquainted with the facts and circumstances of the case and hence I am competent to swear and sign this affidavit.
2. That the accompanying application for impleadment has been drafted by my counsel as per my instructions and I have read over the contents thereof and I understood the same.
3. That the Annexures enclosed with the aforesaid application are true copies of its respective original documents.



[Handwritten signature]

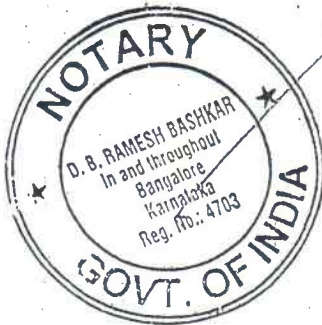
- 40
4. That the contents of the aforesaid applications are true and correct to the best of my knowledge and belief, no part of it is false and no material has been concealed therefrom.


DEPONENT


VERIFICATION:

Verified at Bangalore 15th on this Fifteenth day of October, 2013 that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.


DEPONENT



SWORN TO BEFORE ME


D. B. RAMESH BASHKAR
ADVOCATE & NOTARY
GOVT. OF INDIA,
No. 1315, Double Road, Indiranagar,
BANGALORE - 560 038.

"From 1st April 2003 the Govt. of Karnataka stopped the issue of all stamps including Notary Stamps. Hence Notary Stamp is not affixed."

Notarial Reg: No. 373
Book No. 11
Page No. 73

15 OCT 2013

ANNEXURE A-1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
LITTLE ROCK DIVISION

Dt. 12-4-2007

The United States of America, *ex.rel.*)
Norman Rille and Neal Roberts.)
....Plaintiff)

Case No.4-04 CV0000985 WRI
FILED UNDER SEAL

Versus

) Complaint in Intervention
) of the United States

Accenture LLP, an Illinois Limited)
Liability Partnership, Accenture Ltd.)
A Bermuda Corporation and Proquire,)
LLC, a Delaware Corporation.)
...Defendants)

) False Claims Act,
) 31 U.S.C. § 3729, et seq. 41
) U.S.C. §§ 51-58 and Common
) Law Causes of Action.

JURY TRIAL DEMANDED

The United States of America, by its undersigned attorneys, having intervened in this action, brings this civil action against Accenture, LLP, Accenture Ltd and Proquire for treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 51-58, and under common law theories of unjust enrichment breach of contract, and payment under mistake of fact, and alleges as follows:

I. Introduction

1. Over the last 10 years, the United States government, along with its departments, establishments, subdivision, prime contractors and management and operating contractors ("the United States Government" or "Government"), has contracted for the design, department, manufacture and implementation of all kinds and types of information technology systems (IT Systems). These IT Systems include substantial quantities of computer hardware, software and maintenance e. In seeking to acquire and implement these IT Systems, the United State government enters into contracts with consulting service companies, which purport to be skilled in developing, manufacturing, designing and /or converting and integrating Government IT Systems. These consulting companies are known as Systems Integration Consultants ("Systems Integration Consultants" or "SI Consultants"). Such efforts for the development, manufacture and /or conversion and implementation these IT Systems also requires the Government to procure substantial technology hardware, maintenance and technical services,

directly and indirectly, from various technology companies ("Technology Vendors") resulting in the government's further expenditure of million of dollars.

2. The Government contracts with these Technology Vendors directly for purposes of hardware and software, and also indirectly through prime contracts with Systems Integration Consultants. Government spending on information technology services and products alone constitutes many millions of dollars annually since 1998. Technology Vendors send thousands of solicited and unsolicited proposals to the Government yearly, seeking to capture some of these Government dollars. The Systems Integration consultants, who are entrusted and retained to act Government's independent third party objective advisors are supposed to assist the government in answering numerous questions about the appropriate technology solutions, including the vendor cost, quantity, type and purchasing methods that are most advantageous to the Government associates with the require hardware, software, and systems and maintenance.

3. Over the past 10 years, the Government has entered into such SI consultant contracts with Defendant Accenture, LLP and its purchasing subsidiary, proquire, LLC. These contracts and /or applicable federal regulations contain express provisions regarding Federal Acquisition Regulation Prohibitions against Kickback (41 U.S.C. § 51 *et seq.* and 48 C.F.R. 3.502 *et seq.*); Contingency fees (48 C.F.R. 9.6); payments to Influence Certain Federal officials (48 C.F.R. 3.8), Organizational Conflicts of Interest (48 C.F.R. 9.500 *et seq.*) Teaming Agreement (48 C.F.R. 9.6) as well as various other Federal Acquisition Regulations ("FARs"). These prohibitions serve to assure that the Government obtains the products and services that it needs at the best prices through unbiased and untainted advice and truthful representations from Accenture and its purchasing subsidiary, Proquire.
4. During this same period of time, Defendants Accenture, LLP and Proquire, LLC established relationships, known as "teams." "strategic alliances," "alliance teams," "alliance partnerships" or alliances" (collectively hereinafter referred as

45
"Alliance(s)", with other SI Consultants hardware vendors and software vendors).

5. The United State alleges that since October 1998 and continuing up to the present (the "Relevant Time Period"), defendants have exploited the trust the Government has reposed in them to act with honesty and candor; to provide accurate, complete and current cost and /or pricing data; to act without conflicts of interest; and to serve as independence third party objective advisors. The Defendants' focus on profits and Alliance Partner revenue, rather than the interest of their Government clients, has destroyed their independence and eliminated fair competition in the Government procurement process as a result, millions of dollars of Kickbacks were sought, received, offered and paid between and among the Defendants with their Alliance in violation of the False Claims Act and other federal statutes and regulations. In furtherance of this scheme, Defendants expressly or impliedly represented or certified to the Government that they complied with various Anti-Kickback Statutes, FARs. Truth in Negotiation Act (TINA) (10 U.S.C. §2036a and 41

46

U.S.C. §254b), and organizational conflict of interest laws, when, in fact, they had not and do not, comply with such laws and regulations. Again, this resulted in the making of false averments and false claims in violation of the False Claims Act to the Government in connection with Defendants' contracts and/ or subcontracts.

II. Jurisdiction and Venue

6. This is an action by the United States against defendant Accenture, LLP, Accenture, Ltd. And Proquire, LLC pursuant to the False Claims Act, 31 U.S.C. §3729 *et seq.* (F.C.A.), and the Anti-Kickback Act, 41 U.S.C. §§51-58 (AKA), and at common law.
7. The Court has jurisdiction over this matter pursuant to 31 U.S.C. §§3729-3732, and 28 U.S.C. §§1331, 1345 and 1355, and its general common law and equitable jurisdiction
8. Venue is proper in this District pursuant to 28 U.S.C. §§1391 and 1395, and 31 U.S.C. §3732.

III. Parties

9. The plaintiff is the United States of America.
10. Defendant Accenture Ltd. is a Bermuda corporation doing business in the State of Arkansas, and more

particularly within the geographical limits of the United States District Court, Eastern District of Arkansas. During the Relevant Time Period, Accenture, Ltd., its predecessors, and successors (directly or through subsidiaries, affiliates or assigns), have established Alliances and / or Affiliate relationship for the purpose of consummating sales to the United States Government in various capacities, including but not limited to, as SI Consultants for the United States Government.

11. Accenture, LLP, is an Illinois limited liability partnership headquartered in Chicago, Illinois, wholly owned Accenture, Ltd., and doing business in the State of Arkansas, and more particularly within the geographical limits of the United States District Court, Eastern District of Arkansas. During the Relevant Time Period, Accenture, Ltd., its predecessors, and successors (directly or through subsidiaries, affiliates or assigns), have established Alliances for the purpose of consummating sales to the United States Government in various capacities, including but not limited to, as SI Consultants for the United States Government.

48

12. Proquire, LLC ("Proquire"), is a Delaware Limited liability corporation, wholly owned by Accenture LLP' and Accenture Ltd., doing business in the State of Arkansas, and more particularly within the geographical limits of the United States District Court, Eastern District of Arkansas. During the Relevant Time Period, Proquire was acting on behalf of Accenture, LLP to enter into Alliance Agreements with Technology Vendors and resell technology products and services to the United States Government. Accenture LLP used Proquire to retain the Kickbacks, and/ or used Proquire to funnel the Kickbacks's back to Accenture, LLP. Defendants Accenture Ltd., Accenture LLP, and Proquire, and their predecessors and successors, subsidiaries, affiliates or assigns, shall be referred to hereafter collectively as "Accenture".
13. The False Claims Act, 31 U.S.C. § 3730(b) provides that private persons may file an action pursuant to 31 U.S.C. § 3729 *et seq.* for the private person and the United States against a person violating the Act. The private person initiating such an action is called a "relator".

14. Relator Norman Rille is a citizen and resident of the State of California. Mr. Rille filed this action pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) on or about September 17, 2004. On December 13, 2006, the United States intervened in Mr. Rille's action.

15. Relator Neal A. Roberts is a citizen and resident of the State of California. Mr. Roberts filed this action pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. & 3730(b) on or about September 17, 2004. On December 13, 2006, the United States intervened in Mr. Roberts' action.

16. Relators have previously made a voluntary disclosure of the wrong doing referred to herein to the United States Government pursuant to 31 U.S.C. & 3730(e)(4)(B). Relators' Complaint filed on or about September 17, 2004; made detailed allegations regarding the Realtors' direct and independent knowledge of Defendants' wrong doing alleged herein, which comprises their original source allegations.

IV. Facts Alleged

Accenture's Alliances

17. The United States alleges that during the Relevant Time Period, Accenture established Alliances, in whole or

50

in part, for the purpose of consummating sales of IT Systems, services and products to the United States Government. Some of the major Technology Vendors whose products were sold to the United States Government include, without limitation: Acxiom Corporation ("Acxiom"), Avanade, Inc. ("Avanade"), Cisco Systems, Inc. ("Cisco"), Commerce One, Compaq Computer Corporation ("Compaq"), Dell Inc. ("Dell"), EMC Corporation ("EMC"), Hewlett-Packard Company ("HP"), International Business Machines, Inc. ("IBM"), Informatica Corporation ("Informatica"), J.D. Edwards & Company ("J.D. Edwards"), Manugistics Group, Inc. ("Manugistics"), Microsoft Corporation ("Microsoft"), Northrop Grumman and/or Northrop Grumman IT, Computer Associates, CGI-AMS, Tech Data Corporation, CDW, Webmethod, Vastera, Ingram Micro, ACSIS, World Wide Technology Inc, Oracle Corporation ("Oracle"), People Soft, Inc. ("People Soft"), SAP Public Services ("SAP"), See Beyond, Siebel Systems, Inc. ("Siebel"), Sun Microsystems, Inc. ("Sun"), Unisys Corporation ("Unisys"), answer Friend, Asera, Inc. ("Asera"), BEA systems, Inc. ("BEA Systems"), Blue Martini Software, Inc. ("Blue Martini"), Broadvision, Inc. ("Broadvision"), Cognos, Incorporated ("Cognos"), Jamcracker, Inc. ("Jamcracker"), Kalido Ltd. ("Kalido"), Kana Software,

Inc. ("Kana"), Plumtree Software, Inc. ("Plumtree"), SAS, Seisint, Inc. ("Seisint"), Teradata, Top Tier Software, Inc. ("Top Tier") and Vignette Corporation ("Vignette").

18. For more specific examples, Accenture maintained the following written Alliance Agreements during the Relevant Time Period :

- "Marketing Alliance Agreement" with Authoria dated 08.29.01;
- "Business Development Partner Agreement" with HP dated 06.03;
- "Systems Integrator Agreement" with HP dated 03.28.04;
- "Master Reseller Agreement" with NCR dated 04.16.01;
- "General Terms and iForce Business Agreement" with Sun dated 06.20.03;
- "Joint Marketing and Alliance Agreement" with Oracle dated 07.01.05;
- "Master Alliance Agreement" with See Beyond dated 01.05.00;

- "Warrant Purchase Agreement" with Software Technologies Corporation (i.e. See Beyond) dated 11.16.99;
- "Integrator Reseller Agreement" with EMC (i.e. Accenture) and Proquire dated 12.01.97;
- "Teaming Agreement" with EMC dated 09.18.01;
- "Alliance Agreement" with NCR dated 04.13.01;
- "Joint Marketing and Alliance Agreement" with Acxiom dated 11.17.03;
- Master Infrastructure Hosting Services Agreement" with Acxiom dated 07.01.04;
- "Alliance and Joint Marketing Agreement" with SAP;
- "Teaming Agreement" with SAP dated 02.10.06;
- "Business Partner Agreement" with IBM dated 07.01;
- "Worldwide IBM Global Software Initiative Agreement" with IBM dated 01.01.01;

53

- "Master Alliance Agreement" with Callidus dated 08.11.04;
- "Teaming Agreement" with ClickSoftware dated 09.01.05;
- "Preferred Relationship Agreement" with Convergys dated 12.10.04;
- "Marketing Agreement" with Everypath dated 08.28.00;
- "Consulting Services and Marketing Agreement" with Epylon.com Corp, dated 06.16.00;
- "Consulting SI Agreement" with FileNet dated 03.01.94;
- "Alliance Agreement" with Genesys Telecomm dated 06.13.05.

ACCENTURE'S GOVERNMENT CONTRACTS

19. During the relevant time period, Accenture also entered into contracts with the United States Government, the terms of which, and/or by virtue of law or regulation required them to comply with the False Claims Act, Anti-Kickback Act, TINA, organizational conflict of interest laws and other federal acquisition

54

regulations. Those laws and regulations provide as follows:

a. The False Claims Act. The False Claims Act provides that:

(a) Any person who -

(1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval;

(2) knowingly makes, uses, or cause to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government;

(3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; [or]

* * *

is liable to the United States Government for a civil penalty of not less than [\$5,500] and not more than [\$11,000], plus 3 times the amount of damages which the Government sustains because of the act of that person..

55

(b) Knowing and knowingly defined. For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information -

- (1) has actual knowledge of the information;
- (2) acts in deliberate ignorance of the truth or falsity of the information; or
- (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required.

b. The Anti-Kickback Act. The Anti-Kickback Act of 1986, 41 U.S.C. & 52(2)(A), imposes liability on any person who makes a payment to any other person involved in the federal procurement process for the purpose of obtaining favourable treatment. The AKA defines the term "kickback" as follows :

- (2) The term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which, provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or

56

rewarding favourable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

The AKA, 41 U.S.C. & 53, further provides that "[i]t is prohibited for any person -

- (1) to provide, attempt to provide, or offer to provide any kickback;
- (2) to solicit, accept, or attempt to accept any kickback; or
- (3) to include, directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

c. Truth in Negotiations Act. TINA, 10 U.S.C. & 2036a and 41 U.S.C. & 254b, provides, among other things, that:

- (2) A person required, as an offer or contractor, or subcontractor, to submit cost or pricing data under paragraph (1)...shall be required to certify that, to the best of the

57

person's knowledge and belief, the cost or pricing data submitted are accurate, complete and current.

d. Organizational Conflicts of Interest, 48 C.F.R. 9.505, provides, among other things, that :

The general rules in 9.505-1 through 9.505-4 prescribe limitations on contracting as the means of avoiding neutralizing, or mitigating organizational conflicts of interest that might otherwise exist in the stated situations....Each individual contracting situation should be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The two underlying principles are -

(a) Preventing the existence of conflicting roles that might bias a contractor's judgment; and

(b) Preventing unfair competitive advantage.

In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses -

(1) Proprietary information that was obtained from a Government official without proper authorization; or

(2) Source selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

Accenture's Alliance Benefits

SI Compensation

20.. During the Relevant Time Period, in violation of its contracts with the United States Government, Accenture was paid cash and other things of value by its Alliance Partners in return for Accenture's favorable treatment and influence in the Government procurement process. These payments solicited by, and provided to, Accenture were a violation of federal procurement law and related regulations and contract clauses in Accenture's Government contracts, including the AKA.

21. Pursuant to the terms of Accenture's Alliance Agreements, Accenture was entitled to these payments of cash and other compensation in return for influencing the award of a direct prime contract by the Government to Accenture's Alliance Partners. Accenture referred internally to this compensation as Systems Integrator Compensation or "SI Compensation." These payments of SI Compensation sought and received by Accenture were Kickbacks, and were in violation of federal procurement and related regulations and contract clauses in Accenture's Government contracts.

22. For example, Accenture received the following SI Compensation payments from IBM as a result of Accenture's favourable treatment and influence for IBM on Government Contracts:

2001	\$68,524	Department of Education Accenture Number DED-001-91.
2003	\$3,480	FDIC Accenture number FED-262- 90.
2004	\$101,571	Department of Army Accenture No.AMC-011-90.
2005	\$452,843	Air Force AAFES Contract.
2006	\$109,000	Air Force AAFES Contract.

60

23. Accenture received the following SI Compensation payments from NCR as a result of Accenture's favourable treatment and influence on Government Contracts:

2004	\$200,000	Defense Commissary
		Accenture No.DCA 200-03-A-5003.

24. Accenture received the following SI Compensation payments from HP as a result of Accenture's favourable treatment and influence on government Contracts:

2002	\$133,460	Defense Logistics Agency Accenture
		No.DLA-005-90.
2003	\$9,244	Department of State Accenture
		No.UNZ-261-91.
	\$45,855	Internal Revenue Service Accenture
		No.IRS-400-94.
	\$2,166	U.S. Postal Service USP-025-90.
2004	\$85,894	Defense Intelligence Agency Accenture
		No.DOD-017-94.
	\$243,956	Defense Logistics Agency Accenture
		No.DLA-005-90.
	\$6,641	Department of Army Accenture
		No.AMC-011-90.
2005	\$220,223	Defense Logistics Agency Accenture

No.DLA-005-91:

61

25. Accenture received the following SI Compensation payments from Informatica as a result of Accenture's favourable treatment and influence on Government Contracts:

2004 \$7,506 Defense Logistics Agency Accenture
No.DLA-005-91:

26. Accenture received the following SI Compensation payments from People soft as a result of Accenture's favourable treatment and influence on Government Contracts:

2001 \$24,549 Army Cecorn Accenture No.AMC-011-90

\$35,797 Federal Election Commission FEC-019-90.

\$164,555 HUD Accenture No.UNZ-727-90.

\$220,631 Smithsonian Institute SMI-259-90

\$15,068 Federal Energy Regulatory Commission, Accenture
No.ERC00290.

\$58,092 Supreme Court of the United States
SPC-019-90.

2002 \$26,620 Department of State Accenture

No.UNZ-261-91.

62

\$67,818 Department of Interior DEP-009-90.

2003 \$156,617 FDIC Accenture No.FED-262-90.

\$357,761 National Security Agency Accenture
No.UNI-219-90.

\$35,062 TSA Accenture No.FAA-001-93.

2004 \$9,575 DLA Accenture No.DLA-005-91.

27. Accenture received the following SI Compensation payments from Mercury Interactive as a result of Accenture's favourable treatment and influence on Government Contracts:

2004 \$14,867 Defense Intelligence Agency Accenture
No.DOD-017-94.

\$48,284 Army Accenture No.AMC-0111-90

28. Accenture received the following SI Compensation payments from sun as a result of Accenture's favourable treatment and influence on Government Contracts:

2001 \$27,164 USPS Accenture No.USP-025-93.

2002 \$48,495 Department of Treasury Accenture
No.IRS-004-90.

29. Accenture received the following SI Compensation payments from EMC as a result of Accenture's favourable treatment and influence on Government Contracts:

63

2002 \$119,364 Department of Treasury Accenture
No.IRS-004-90.

2005 \$30,000 Air Force AAFES Contract.

2004 \$86,255 DLA Accenture No.DLA-005-91.

30. Accenture received the following SI Compensation payments from Quest as a result of Accenture's favourable treatment and influence on Government Contracts:

2004 \$14,748 Army Accenture No.AMC-0110-90.

31. Accenture did not disclose the SI Compensation terms of its Alliance Agreements and the payment of SI Compensation to its Government customers.

32. Between 1998 and 2006, Accenture earned more than \$4 million in cash SI Compensation on Government Contracts.

33. Accenture did not credit any income earned from SI Compensation to its Government contracts.

EQUITY COMPENSATION

34. In addition to cash payments like those referenced above, another example of Accenture's SI Compensation involves Accenture receiving equity value in its Alliance Partners tied to referrals, recommendations and/or use of such Alliance Partners on Government contracts. For

64

example, in November 1999, See Beyond "incentivized" strategic Alliance Partner Andersen Consulting LLP (Accenture's predecessor in interest) "by issuing warrants" to purchase shares of SeeBeyond common stock, with the "vesting of such warrants conditioned upon the achievement of agreed upon milestones relating to the generation of qualified customer introductions or revenues for" SeeBeyond. By March 2001, SeeBeyond paid such "incentive" stock warrants to Accenture in return for influence and favorable treatment on contracts with the Defense Logistics Agency and the Department of Energy.

35. Accenture knew that its receipt of SI Compensation was in return for Accenture's influence and favorable treatment on Government contracts.

36. The Government contracts under which Accenture was acting when it exerted its influence, and provided favorable treatment to its Alliance Partners, were all governed by the A.K.A. Similarly, the Government contracts which Accenture's Alliance Partners would receive as a result of Accenture's influence and favorable treatment were all governed by the A.K.A.

65
37. The A.K.A. prohibits the SI Compensation solicited by and provided to Accenture by its Alliance Partners and further requires immediate disclosure by Accenture of any reasonable knowledge of an attempt to make such payment.

Rebates and Marketing Fees

38. In addition to the receipt of SI Compensation, Accenture utilized its Alliance Agreement to earn rebates and marketing assistance fees. Accenture earned these fees, in part, by subcontracting with its alliance Partners and reselling its Alliance Partners' hardware, software and services to the Government. In return for these sales, Accenture's Alliance Partners would pay Accenture a percentage of the sale as a rebate or marketing assistance fee (MAF).

39. Accenture had rebate/MAF provisions in its Alliance Agreements with HP and Sun.

40. Pursuant to many FAR provisions, such credits and rebates provided to Accenture by its Alliance Partners are the property of the Government, and must be disclosed to and provided to the Government, 48 C.F.R. § 31.201-5, §52.216-7 (cost type contracts), §52-216-16 (fixed price-incentive contracts), §52-232-7 (the materials portion of time and materials contracts). Further, Accenture is

liable for the amount of the rebate even if it does not collect it due to its own fault or neglect.

41. Accenture personnel knew about Accenture's obligations with respect to credits, discounts and rebates. Nevertheless, Accenture chose to knowingly violated those provisions and failed to disclose the rebates that it earned on Government contracts, and failed to turn them over to its Government clients.

42. As an example of Accenture's receipt of rebates, Accenture earned a \$32,335 rebate from HP in July 2002 in connection with work performed for the TSA on Accenture contract task DTA59-02-F-10015. Accenture personnel discussed at that time the fact that Accenture needed to disclose and credit the rebate to the TSA. Nevertheless, Accenture contracting personnel expressed concern about such a disclosure because "it may open questions with regards to previous engagements and the hardware purchases done in the past." As a result, Accenture did not disclose and credit these rebates to the Government.

43. Accenture also earned Sun Fund MAF from Sun. In part because of its purchase of Sun products and resale to the Government, Accenture earned more than

\$2,000,000 in sun MAF between 2003 and 2005.

Accenture did not credit any MAF to its Government clients.

Resale Revenue

44. In addition to the receipt of SI Compensation and rebates/MAF, Accenture improperly used its Alliance Agreements to obtain other prohibited payments and benefits from its Alliance Partners.

45. For example, Accenture negotiated with its Alliance Partners for steep, undisclosed discounts on hardware, software services and maintenance and then recommended and sold these products to its Government customers at higher prices and thereby knowingly and improperly generated significant "resale revenue" or profit.

46. Accenture earned resale revenue pursuant to discounts obtained from many of the same Alliance Agreements from which it received SI Compensation.

47. Accenture had a policy that provided for it to "shape" transactions with the Government to provide for resale revenue where SI Compensation was deemed unavailable.

48. Accenture's Alliance Agreement personnel internally SI Compensation its resale revenue in the same manner as it tracked SI Compensation.
49. Accenture personnel were instructed to constantly look for ways to structure Government contract transactions so as to provide for greater opportunities to maximize resale revenue often at the direct expense of its Government clients. None of these improper practices were disclosed to Accenture's Government clients.
50. Accenture did not disclose the terms of its Alliance Agreements and the provisions for resale revenue to its Government clients.
51. During the period 2000 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including: SAP, Manugistics, GTSI, HP, Mercury Interactive, Northrop Grumman, Oracle, SeeBeyond, Computer Associates, CGI-AMS, Tech Data Corporation, E-Plus, and CDW to generate approximately \$16,865,314 in unallowable resale revenue under US Department of Defense, Defense Logistics Agency Contract number GS-35-F-4692G, Delivery Orders SP0103-00-F-A032; SP0103-00-F-A095; and SP0103-00-F-A027.

52. During the period 2003 through 2004, Accenture utilized its Alliance Agreements with Technology Vendors including Manugistics, Webmethod, Vastera, and Yantra to generate approximately \$1,221,525 in unallowable resale revenue under US Army Military Traffic Management Command Contract number DAMT0-03-C-0033.

53. During the period 2005 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including; Sun, IBM, Ingram Micro, Vignette, ACSIS, Dell Marketing Corporation, World Wide Technology, SAS, Mercury Interactive, Tech Data Corporation, and CDW to generate approximately \$676,964 in unallowable resale revenue under US Department of Homeland Security Contract number HSSCHQ-04-D-0096.

54. During the period 2001 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including NCR to generate approximately \$448,653 in unallowable resale revenue under US Air Force Contract number FA8770-01-C-0020.

55. During the period 2001 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including, Sun, HP, Oracle, PeopleSoft, Computer Associates, Mercury Interactive, Informatica, Dell, Ingram Micro, Tech Data Corporation and Hyperion to generate approximately \$336,489 in unallowable resale revenue under a US Internal Revenue Service Contract.

56. During the period 2003 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including: SAP, Siebel Systems, HP, Mercury Interactive, GTSI, Dell, EMC, SBC Datacom, Micro Warehouse, Ingram Micro and CDW to generate approximately \$336,489 in unallowable resale revenue under a US Internal Revenue Service Contract.
57. During the period 2001 through 2003, Accenture utilized its Alliance Agreements with Technology Vendors including: HP, Dell, Ingram Micro and Intellithought to generate approximately \$336,489 in unallowable resale revenue under US Department of Health and Human Services Contract number GS-35F-4692-G, Task Order 03L81-2043-01-D.
58. During the year 2006, Accenture utilized its Alliance Agreements with Technology Vendors including: Government Acquisition, Inc, Intevoice and Presidio Corporation to generate approximately \$212,616 in unallowable resale revenue under a US internal Revenue Service Contract.
59. During the period 2003 through 2006, Accenture utilized its Alliance Agreements with Technology vendors including: Mercury, Verify and Togethersoft to generate

71

approximately \$23,166 in unallowable resale revenue under US Internal Revenue Service Contract number TIRNO-00-D-00009.

60. In the period 2003 through 2006, Accenture utilized its Alliance Agreements with Technology Vendors including : Oracle, Microstrategy, Autonomy and Jamcracker to earn more than \$2.5 million of undisclosed and unallowable resale revenue on a contract with the Department of Education. Accenture expressly and falsely promised the Department of Education contracting officer that it would pass on any margin earned from rebates or discounts extended by its subcontractor vendor.

61. Between 1998 and 2006, Accenture created more than \$26 million in resale revenue on its Government contracts as a result of its Alliance Agreements.

62. Accenture's alliance activities and receipt of SI Compensation, rebates/MAF and resale revenue violates the False Claims Act in multiple ways.

63. The cash benefits, discounts, equity warrants and other things of value that Alliance Partners provided to Accenture pursuant to the Alliance Agreements are

72

kickbacks in violation of the Anti-Kickback Act, 41 U.S.C. §53,48 C.F.R. 3.502-2 and 48 C.F.R.52.203.

64. On numerous occasions, Accenture had reasonable grounds to believe that violations of the Anti-Kickback Act may have occurred with respect to its Alliance Benefits, and yet failed to promptly report the possible violations in writing to the Inspector General of the applicable agency or other authorized person. These failures constituted further violations of the Anti-Kickback Act, 41 U.S.C. § 57(c)(1).

65. Accenture violated the False Claims Act by expressly or impliedly making false statements, records or certifications in response to the Government requests for proposal that it was in compliance and would continue to comply with the Anti-Kickback Act. Defendants committed additional violations of the False Claims Act by presenting or causing to be presented to the Government their claims to obtain payment in which they expressly or impliedly made false statements, records or certifications that they had complied with the Anti-Kickback Act.

66. Accenture's Alliance activities violate the False Claims Act because Accenture failed to disclose the terms of its discounts, rebates, influence fees, credits and other things of value to its Government clients and then further failed to pass these amounts on to its Government clients and thereby fulfill its obligation to obtain product and services at the most advantageous price to the Government. Accenture further knowingly submitted claims to the United States Government that did not deduct the amounts of SI Compensation, Rebates/MAF and Resale revenue and thereby inflated its claims by these amounts in violation of the FCA.

67. Accenture also violated the False Claims Act by failing to fully disclose organizational conflicts of interest. Accenture's alliances constitute organizational conflicts of interest that should have been fully disclosed to the Government pursuant to 48 C.F.R. 9,500, et seq., as well as the terms and conditions of Accenture's contracts. Accenture violated the False Claims Act by expressly or impliedly making false statements, records or certifications in response to the Government request for proposals that it was in compliance and would continue to comply with the are mentioned organizational conflict of interest regulations. Accenture likewise violated the False Claims Act by presenting or causing to be presented to the Government its claims to obtain payment in which it expressly or impliedly made false statements, records or certifications that it had no organizational conflicts of interest and/or that it had already fully disclosed all such conflicts of interest.

68. It is alleged that the foregoing practices have resulted in the United States Government, either directly or indirectly through its agencies or intermediaries, entering into contracts/subcontracts under false representations and violations of law as alleged herein. These improper practices have limited or eliminated fair competition, destroyed Accenture's independence, led to the United States Government purchasing the wrong products/services and/or not receiving the most advantageous price for those products/services. These improper practices are all in violation of the FCA.

69. It is further alleged that the United States Government, either directly or indirectly through its agencies or intermediaries, would not have contracted with Accenture due to conflict or other reasons and/or would have sought significant cost and/or price concessions had it known that the contracts/subcontracts, products and/or services for which the contracts were proposed were subject to a scheme to violate the Anti-Kickback provisions set forth at 41 U.S.C. §51 et seq., and pertinent FARs including, but not limited to, 48 C.F.R. 3.502, et seq. and 48 C.F.R. 52.203; 48 C.F.R. § 31.201-5, § 52.216-7 (cost type contracts), § 52-216-16 (fixed price-incentive contracts), §52-232-7 (the materials portion of time and materials contracts); the provisions of TINA set forth at 10 U.S.C. § 2306a., 41 U.S.C. 245b, and 48 C.F.R. 15.400, et seq; and organizational conflict of interest laws, including, but not limited to 48 C.F.R. 9.500 et seq.

75

70. It is further alleged that the United States Government, either directly or indirectly through its agencies or intermediaries, would not have honoured Accenture's claims for payment, had it known that the contracts/ subcontracts, products and/ or services for which the claims were made, were provided in a manner that violates the Anti-Kickback provisions set forth at 41 U.S.C. § 51 et seq. and pertinent FARs including, but not limited to, 48 C.F.R. 3.502, et. Seq. and 48 C.F.R. 52.203, 48 C.F.R. § 31.201 - § 52.216-7 (cost type contracts), § 52-216-16 (fixed price incentive contracts), § 52-232-7 (the materials portion of time and materials contracts), the provision of TINA set forth at 10 U.S.C. § 2306a, 41 U.S.C. 245b, and 48 C.F.R. 15.400 et. seq.; and organizational conflict of interest laws, including, but not limited to 48 C.F.R. 9.500 et seq.

CLAIMS

COUNT I

(VIOLATIONS OF THE FALSE CLAIMS ACT)

71. Plaintiff repeats and re-alleges the allegations contained in Paragraph 1 through 70 above, as if fully set forth herein.

72. Accordingly, Defendants have violated the provisions of the False Claims Act, 31 U.S.C. § 3729(a) by:
- a. Knowingly presenting or causing to be presented to the United States Government, directly or indirectly, false or fraudulent claims to be paid or approved, directly or indirectly, by the United States Government (31 U.S.C. § 3729 (a) (1) ; and
 - b. Knowingly making, using or causing to be made or used, or presenting false records or statements and/or false certifications to obtain contracts subcontracts and/ or the payment of false or fraudulent claims to be paid or approved by the United States Government (31 U.S.C. § 3729 (a) (2);
73. The United States Government upon presentation of such claims for payments, whether directly or indirectly, remitted payment despite the false nature of such claims.
74. Pursuant to 31 U.S.C. § 3729 (a), Defendants are liable to the United States Government for a civil penalty of not less than \$ 5, 500, and not more than \$ 11,000 for each violation of the FCA committed by Defendants.

77

75. The United States Government has further sustained damages, and will yet sustain damages up to the date of trial in an amount yet to be determined. Pursuant to 31 U.S.C. § 3729 (a), Defendants are liable for three times the amount of all such damages sustained by the United States Government.

COUNT - II

(VIOLATION OF THE ANTI-KICKBACK ACT)

76. Paragraph 1 through 75 of this Complaint are hereby re-alleged and incorporated as though set forth in full herein.

77. this is a claim against Defendants under the Anti-Kickback Act.

78. The arrangements and activities described above in connection with the Defendants' Alliance benefits were knowingly carried out by Defendants "for the purpose of improperly obtaining or rewarding favourable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract, "41 U.S.C. § 52(2), and thus constituted illegal kickbacks in violation of 41 U.S.C. § 53, as well as in violation of Defendants' contracts with the Government.

78

79. By reason of the conduct alleged herein, Defendants knowingly engaged in conduct prohibited by 41 U.S.C. § 53 WITH RESPECT of kickbacks received from Alliance Partners by Defendants on Government contracts and subcontracts.
80. By reason of the conduct alleged herein, Defendants knowingly caused, directly or indirectly, the kickbacks to be included in the charge to the United States Government, in violation of 41 U.S.C. §53 (3).
81. Pursuant to the Section 55 (a) (1) (A), the United States is entitled to recover from Defendants double the amount of the kickbacks plus \$ 10,000 kickback.
82. In the alternative, pursuant to Section 55 (a) (2), the United States is entitled to recover the amount of the kickbacks from Defendants.

COUNT - III

83. Paragraph 1-82 of this complaint are re-alleged and incorporated as though set forth in full herein.
84. By reason of the actions described above, Defendants materially breached the United States Government's

79

contracts by not providing the services for which it was contracted Defendants billed in violation of the terms of those contracts, including specifically, the violation of the AKA.

85. By reason of these breaches, the United States has been damaged.

COUNT - IV

86. The United States repeats and re-alleges each allegations as set forth above in paragraph 1 through 85.

87. Defendants caused the United States Government to make payment of Defendants' for products and services based upon the United States Government's mistaken belief that the requirements of its contracts and subcontracts pursuant to which Defendants were being paid had been met and that the Defendants contracts were without violations of the AKA. In such circumstances, the payments by the United States Government to Defendants was by mistake and not authorized.

88. As a result of those mistaken payments, the United States has sustained damages.

COUNT - V

(UNJUST ENRICHMENT)

89. Paragraph 1-88 are re-alleged and incorporated as though set forth herein.
90. By reason of the United States Government's payments under the contracts and subcontracts, Defendants received money to which it was not entitled and has thereby been unjustly enriched in an undetermined amount.

PRAYER

WHEREFORE, Plaintiff, United States prays for judgment against all Defendants as follows:

- A. On Count I, pursuant to the FCA, judgment against Defendants for triple damages sustained by the United States, plus civil penalties as are allowable by law, and all other proper relief.

- 81
- B. On Count II, pursuant to the AKA, Judgment against Defendants for double the amount of the prohibited kickbacks, plus civil penalties as are allowable by law in the amount of \$10,000 per violation, pre-judgment and post-judgment interest, and costs, or in the alternative, pursuant to 41 U.S.C. § 55(a)(2), the amount of the prohibited kickbacks, plus pre-judgment and post-judgment interest, and costs.
- C. On Counts III-V; judgment against Defendants for the damages sustained, all profits earned by virtue of the wrongdoing, plus pre-judgment and post-judgment interest, and costs.
- D. such other and further relief as is just and proper.

THE UNITED STATES DEMANDS A TRIAL BY JURY
AS TO ALL ISSUES SO TRIABLE.

UNITED STATES OF AMERICA

By its attorneys,

PETER D. KEISLER

Assistant Attorney General

TIM GRIFFIN

United States Attorney

Eastern District of Arkansas

82

DAN STRIPLING (Bar No.74142)

Assistant U.S. Attorney

P.O.Box - 1229

Little Rock, Arkansas-72203

(501)340-2600

JOYCE R. BRANDA

PATRICIA DAVIS

DONALD J. WILLIAMSON

Attorneys, Department of Justice

Civil Division

Post Office Box 261

Ben Franklin Station

Washington, DC 20044

Tel: (202) 514-7900.

Dated: April 12, 2007.

/True typed copy/

Annexure A-2

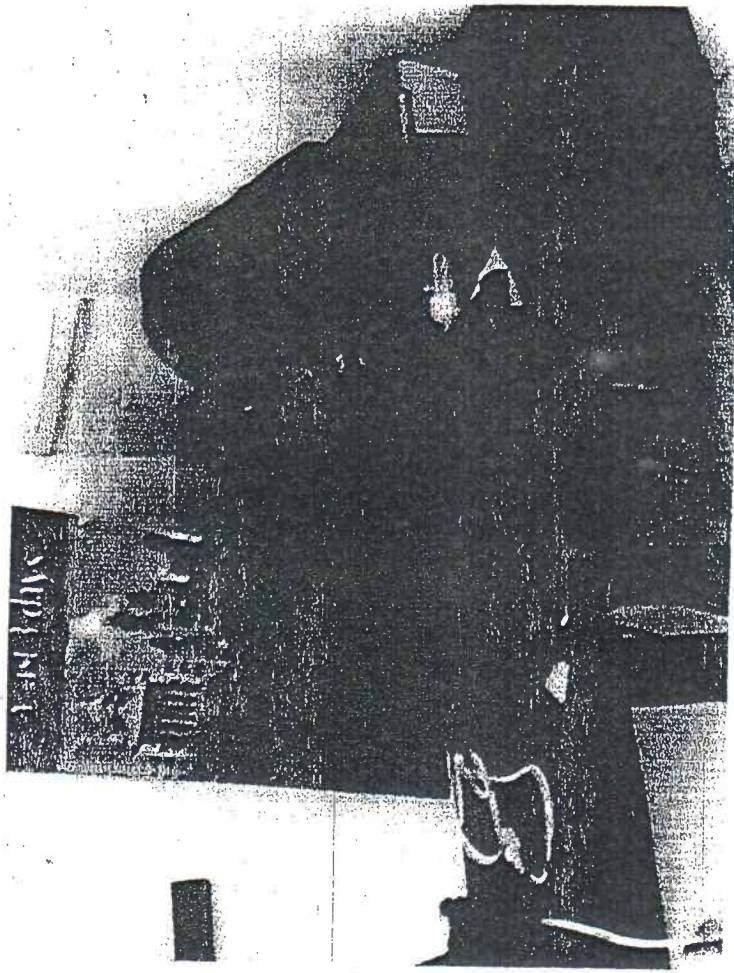
83

AADHAR
ENROLMENT
WILL BE CLOSED
FOR FEW DAYS
DUE TO
TECHNICAL
PROBLEMS

84



85



86

ANNEXURE A-3.

14.07.2011

0821242838311

DCOFFICE

TO THE 3RD ADDL. 1ST CIVIL COURT (LOWER
DIVISION), MYSORE CITY

TO THE ATTENTION OF JUSTICE

Dt. 5-1-2011

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

FIR Number : 01 Police Station : NARASIMHARAJA

FIR Date : 05.01.2011 District : MYSORE CITY

Type : FIR State : KARNATAKA

2. ACT AND SECTIONS

ACT

SECTION

IPC 1860

468, 471, 420

3.(a) Occurrence of Offence :

Date From : 01:01:2011 Date To : 01:01:2011

Time From : 00:00:00 Time To : 00:00:

Time Period : Saturday.

(b) Information Received at P.S. Date: 05:01:2011 Time
: 08:00:00.

(c) General Diary Reference Entry No(s): Time
: 05:01:2011 At 08:00:00 AM

4. Type of Information : REPORT

5. Place of Occurrence: IN FRONT OF BALABHAVAN
BANNIMANTAP, MYSORE CITY, KARNATAKA.

(a) Direction and Distance from P.S.: 1KM TOWARDS
WEST

87

BEAT NO. 8TH

(b) Address IN FRONT OF BALABHAVAN
BANNIMANTAP, MYSORE CITY,
KARNATAKA

(c) In case outside limit of this police Station, then
name of P.S. District :

6. Complainant / Informant :

(a) Name : SRI YASHAVANTHA KUMAR K.N.

(b) Father/s/Husband's name:

(c) Date / Year of Birth :

(d) Nationality: India

(e) Passport no.:

(f) Date of Issue:

(g) Date of Issue:

(h) Occupation : POLICE INSPECTOR

Address: NARASIMHARAJA POLICE STATION, MYSORE
CITY

7. Details of known / suspected/unknown accused
with full particulars :

1. Sidda Raju 2. Madhusudhan 3. Khaleel

4. Mahadeva 5. Putta Swami 6. Venkatamma

7. Mahadevaiah 8. Mahesh 9. Ali 10. S.V.Subramanya-

All these people are Residents of Mysore.

8. Reasons for delay in reporting by the Complainant/
Informant:-

9. Particulars of properties Stolen/Involved:-

10. Total Value of properties Stolen/Involved:

11. Inquest Report /U.D. Case No., if any:-

12. First Information Contents :-

On 1st Jan 2011 at 9.30 hrs on TV9 it was reported that near aadhaar registration centres in Bala Bhavan and around central Bangalore, the public who does not had proper documents to register for aadhaar were served with fake affidavit for commission. The non-residents who were living in other areas were provided fake affidavit on the basis of which UIDAI registration could be done for them. In TV9 it was revealed that the people from Mysore Sidda Raju, Madhusudhan, Khaleel, Mahadeva, Putta Swami, Venkatamma, Mahadevaiah, Mahesh, Ali as well as others in joint association with central government notary S.V. Subramanya were involved in preparing the fake affidavit. The affidavit paper had left the name, address and personal details blank but had the seal and signature of notary. Later the blank affidavits were filled with details of the applicant and wrong permanent addresses where they did not stay. They collected amounts varying from Rs.100-Rs.5000. There are many more cases like this exists which needs to be found. The above report has been considered as complaint on behalf of the government and booked FIR under Sec. 420, 468, 471.

13. Action taken : Since the above information reveals commission of offence (s) U/s as mentioned at Item No.2:

89

- (1) Registered the case and took up the investigation or
- (2) Direct (Name of I.O) SRI. YASHAVANTHA KUMAR.K.N.

Rank : PI number : 0900230294

To take-up the investigation due to.

- (3) Refused investigation due to
- (4) On point of jurisdiction transferred to P.S.....District... State....

FIR read over to the Complaint. / Information, admitted to be correctly Recorded, and a copy given to the complainant / informant free of costs.

R.O.A.C.

Signature of the Officer-in-Charge
Police Station : NARASIMHARAJA
POLICE STATION
Name: SRI YASHAVANTHA KUMAR KN
Rank: PI Number : 0900230294

14. Signature/Thumb impression of dispatch of the complainant / informant.
15. Date & Time of dispatch to the Court Date: 05.01.2011
Time: 08:30:00

COPY SUBMITTED:-

1. TO THE COMMISSIONER OF POLICE, MYSORE CITY.
2. TO THE ASST. COMMISSIONER OF POLICE, NARASIMHARAJA DIVISION, MYSORE CITY.
3. STATION COPY.
4. COMPLAINANT COPY.

/True typed copy/

90

ANNEXURE A-4

**OFFICE OF THE COMMISSIONER,
FOOD, CIVIL SUPPLIES AND CONSUMER AFFAIRS,
NO.8, CUNNINGHAM ROAD, BANGALORE-560 052**

Email: foodcomkar@gmail.com

Phone: 080 22262187, 22354857 Fax:080-22267205.

No:CFS/AMC/RTI/50/2011-12

Dated: 22.01.2013

To,

Shri Mathew Thomas,
18A, Adarsh Vista,
Basavanagar,
Marathahalli PO,
Bangalore-560037.

ENDORSEMENT

Sir,

Sub: Information provided under RTI Act 2005 Reg.,

Ref: 1) Under Secretary to Govt., FCS&CA,
Bangalore letter Dated 28.12.2012.

2) Your application Dated: 09.01.2013.

Sl.No.	Information sought	Information
A	Number of fake ration cards detected in Karnataka State using UID/Aadhaar biometric data.	There is no fake ration cards detected in Karnataka State using UID/Aadhaar biometric data, as the Department is

91

		not using UID/Aadhaar biometric data.
B	Number of fake ration cards detected in Karnataka State without using UID/Aadhaar biometric data.	Ineligible ration cards detected in Karnataka State is enclosed.
C	For each of the above cases at a and b. above, documents with the following information is requested- i. Procedure adopted for deciding that these ration cards are fake	The procedure adopted to identify ineligible ration cards is by matching electric RR number along with the ration card in Urban area's & matching of house assessment number along with ration card in the Rural areas.
	ii. Designation of persons who decided that these ration cards are fake.	After verification the Food Inspector decides if the ration card is eligible / ineligible.
	iii. Places where the fake ration cards were located found.	Through out the State of Karnataka, ineligible ration cards are located.

	iv. Persons who were responsible for making the fake ration cards.	It is the ' beneficiaries who are responsible for ineligible ration cards, they provide wrong electric RR number.
	v. Action taken against persons who made the fake ration cards and those responsible for proper implementation of, and/ or prevention of corruption in public Distribution System.	As mentioned in column (iv) it is the beneficiaries who are responsible for the existence of large ineligible ration cards.

Sd/-
Public Information Officer,
Food, Civil supplies and
Consumer Affairs
Bangalore.

Cont - -

93

Govt. of Karnataka Food and Civil Supplies
& Consumer Affairs

FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS
DEPARTMENT

The Statistics as on : Jan 22 2013 3:00 AM

REPORT ON DISTRICTWISE SUSPENDED/
CANCELLED RC

All - Rural - Urban - IRA

RCs Active - RCs SUSPENDED / CANCELLED

DISTRICT NAME	AAY	APL	BPL	TOTAL
BAGALKOTE	4992	75713	58026	138731
BANGALORE	2710	164004	100341	267055
BELGAUM	12267	215955	137336	365558
BELLARY	4749	118800	96532	220081
BIDAR	2529	111733	68232	182494
BIJAPUR	6392	93951	66731	167074
CHAMARAJA NAGARA	2686	30083	21231	54000
CHIKMAGALUR	2171	43268	35140	80579
CHITRADURGA	4604	58273	52141	115018
DAKSHINA KANNADA	1112	27370	10798	39280
DAVANAGERE	5295	122957	49878	178130
DHARWAR	2634	111882	50784	165300
GADAG	4348	61674	34796	100818
GULBARGA	8576	148039	71117	227732
HASSAN	3296	87109	58580	148985
HAVERI	4169	50928	39908	95005

94

KODAGU	1961	27627	34187	63775
KOLAR	3338	61854	39353	104545
KOPPAL	5298	64448	41530	111276
MANDYA	3576	69309	63258	136143
MYSORE	6674	139369	75770	221813
RAICHUR	9509	98256	70892	178657
SHIMOGA	4045	67246	42335	113626
TUMKUR	6122	106668	101536	214326
UDUPI	1400	18320	7238	26958
UTTARA KANNADA	1616	48431	42468	92515
CHIKKABALLAPURA	3965	44016	42164	90145
RAMANAGARA	3045	49288	43885	96218
YADGIR	6087	55382	39703	101172
BANGALORE CENTRAL	826	56552	7834	65212
BANGALORE EAST	406	150499	7757	158662
BANGALORE NORTH	353	134845	11004	146202
BANGALORE SOUTH	477	120885	5853	127215
BANGALORE WEST	384	187671	6239	194294
TOTAL	133859	3060322	1673075	4867256

Cont ~

95

**APPLICATION UNDER SECTION 6(1)
OF THE RIGHT TO INFORMATION ACT, 2005**

1. Full name of the applicant	Mathew Thomas
2. Address	18A, Adarsh Vista, Basavanagar, Marathahalli P.O., Bangalore-560037
3. Details of the information / documents required :	<p>a. Any document showing the number of bogus / fake BPL ration cards detected using UID / Aadhaar numbers with details of how the bogus / fake cards were identified as such.</p> <p>b. any document showing details of any investigation to determine how bogus / fake BPL ration cards were made.</p> <p>c. Any documents showing action taken on persons responsible for making bogus / fake BPL ration cards and on ration - shop owners where these cards were found and on persons who were using these bogus / fake cards.</p>
4. Year to which the document pertain.	2007 to 2012.
5. Designation and address of the Public Information Officer	The PIO Karnataka Food & Civil Supplies Department, Government of Karnataka Vidhana Soudha Bangalore-560001
Particulars of initial fee of Rs.10 paid.	Indian Postal Order Number :08F 942387

BANGALORE

DATE: Monday, October 22, 2012

Sd/-

Signature of the Applicant

Conf -

96
INDIAN POSTAL ORDER
DIRECTOR GENERAL OF POSTS

NOTE NEGOTIABLE

Seal

THE SUM OF RUPEES TEN ONLY
Rs.10.00

POSTAGE STAMPS

COMMISSION 50 PAISE

Sender May Fill in his name
and address here.

AT THE POST OFFICE AT

Mr. Mathew Thomas, 18A,
Adarshvista, Basavanagar,
Marathhalli (P.O.) Bangalore-
560037.

Sd/-
POST MASTER

08F 942387

/True typed copy/

97
ANNEXURE A-5

No.F.12013/13/2011/RTI-UIDAI
Government of India
Planning Commission
Unique Identification Authority of India

2nd Floor, Tower-I, Jeevan Bharati Building
Connaught Circus, New Delhi-110001

Dated 21st July, 2011

ORDER NO. Appeal/3/2011

Name of the Appellant: Sh..Veeresh Malik
Address of the Appellant : D-61, Defence Colony,
New Delhi-110024.
Date of receipt of Application by CPIO: 15.03.2011
Interim Reply 18/3/11, 21/4/11
Date of Order of the CPIO: 25.05.2011

Sub: Order of First Appeal U/s. 19 Under
RTI Act, 2005.

The appellant, vide his letter dated 02.06.2011 has
raised the following Grounds of Appeal :

Ground of Appeal :

- a) The reply of CPIO vide letter dated 25th of May, 2011 was found to be incomplete and casual in nature. In addition, learned CPIO has not provided information specifically as requested vide full name, address and websites of the

foreign companies which are of US and non-US origin or control.

2. In the first appeal, the appellant has sought the following relief:

"That the learned CPIO was kind enough vide his response dated 25th of May, 2011 to provide information, but same was found to be incomplete, and casual in nature. In addition, learned CPIO has not provided information specifically as requested vide full name, address and websites of the foreign companies which are of US and non-US origin or control. Due diligence is requested to be exercised here in response, since many companies which claim to be American are actually registered in tax havens abroad, for example:- Google. It is therefore requested that suitable care be taken when providing me with this response."

3. After careful consideration of facts and material on records, the order of the CPIO and the facts and Grounds of Appeal, the appeal is disposed off as under:

3.1 As regards Grounds (a) to (d) are concerned there is no disputes as information required has been provided to

and has been duly acknowledged by the Appellant. However, with the CPIO's reply some other information collected from our different divisions have been added in this order (appeal). The following 3 Biometric Service Providers (BSPs) to UIDAI are added herewith.

- i) Sathyam Computer Services/Sagem Morpho
- ii) LI Identity Solutions
- iii) Accenture Services

3.2 The above organizations responded to this organization's Expressions of Interest (EO) and submitted their tenders for accepting the projects on the basis of fulfilling the following clauses:

- a) The prime respondent should have an office in India in the form of a Registered Office.
- b) If the Prime respondent does not have a registered office in India, then it should have a Branch Office, Representative Office, Sales Office, or an office of its subsidiary company in India for the purpose of submission of the expressions of interest response.
- c) If the prime respondent is unable to meet the stated conditions, it shall submit a declaration / confirmation, stating that it shall have

100
Registered Office in India for the purposes of
signing of contracts with the UIDAI.

3.3 There are no means to verify whether the said companies / organizations are of US origin or not. As per our contractual terms & conditions, only the companies / organizations those who are registered in India can bid. Any further information in this regard can be obtained from the UIDAI public domain www.uidai.gov.in.

4. In view of this, the information sought for by the applicant in his RTI First Appeal stands disposed off. In case Appellant wants to appeal against the appellate authority reply, he may file 2nd appeal to Central Information Commission within 90 days.

Sd/-
(Davinder Kumar)
Deputy Director General & Appellate Authority
Tele:011-23752755

To,

Shri Veeresh Malik
D-61, Defence Colony,
New Delhi-110 024.

Copy to : CPIO (Shri Ashish Kumar, ADG), UIDAI, New Delhi

/True typed copy/